

Policies and Procedures and Servicing Agreement), No. 7 (Records of Servicers Other than RoundPoint), and No. 14 (Improper Lay Testimony).

3. Depo. Bielby pp. 83:24 – pp. 86:22.

Objection: RoundPoint objects to the designation of this deposition testimony based upon the grounds set forth its MIL No. 3 (Testimony As To Ultimate Issue), No. 5 (LoanCare's Policies and Procedures and Servicing Agreement), and No. 6 (Speculation About RoundPoint's System).

4. Depo. Bielby pp. 88:25 – pp. 89:3.

Objection: RoundPoint objects to the designation of this deposition testimony based upon the grounds set forth its MIL No. 3 (Testimony As To Ultimate Issue), No. 5 (LoanCare's Policies and Procedures and Servicing Agreement), and No. 6 (Speculation About RoundPoint's System).

5. Depo. Bielby pp. 89:12–22.

Objection: RoundPoint objects to the designation of this deposition testimony based upon the grounds set forth its MIL No. 3 (Testimony As To Ultimate Issue), No. 6 (Speculation About RoundPoint's System), and No. 14 (Improper Lay Testimony).

6. Depo. Bielby pp. 89:23 – pp. 90:22.

Objection: RoundPoint objects to the designation of this deposition testimony based upon the grounds set forth its MIL No. 3 (Testimony As To Ultimate Issue), No. 6 (Speculation About RoundPoint's System), and No. 14 (Improper Lay Testimony).

7. Depo. Bielby pp. 140:6–14.

Objection: RoundPoint objects to the designation of this deposition testimony based upon the grounds set forth its MIL No. 3 (Testimony As To Ultimate Issue).

8. Depo. Bielby pp. 145:14–147:11.

Objection: RoundPoint only objects to this testimony if the Parties are unable to come to an agreement on including the context of LoanCare’s other documents and testimony being admitted to provide context to this testimony. RoundPoint reserves the right to further object to the admission of this testimony if Plaintiffs do not consent to the admission of the contextual testimony and documentation.

9. Depo. Bielby pp. 152:16–154:5.

Objection: RoundPoint objects to this testimony as wholly irrelevant. The designated testimony related to LoanCare’s involvement in this case precipitated by a transfer of servicing, which is not relevant to the dispute between Plaintiffs and RoundPoint.

10. Depo. Bielby pp. 172:7–13.

Objection: RoundPoint objects to the designation of this deposition testimony based upon the grounds set forth its MIL No. 6 (Speculation About RoundPoint’s System).

CERTIFICATE OF CONSULTATION

Regarding these objections, counsel for RoundPoint certifies to conferring with counsel for Plaintiffs via email on April 22, 2021 and via phone call on April 26, 2021 pursuant to Local Rule 39.01(c)(4). Counsel will notify the Court of any agreement subsequent to this filing that is reached.

ATTORNEYS FOR DEFENDANT

/s/ Shaun K. Ramey

Shaun K. Ramey, Esq.

TN Bar # 035574

Primary: sramey@mcglinchey.com

Secondary: cschafovaloff@mcglinchey.com

/s/ Joseph V. Ronderos

Joseph V. Ronderos, Esq.

TN Bar # 036179

Primary: jronderos@mcglinchey.com

Secondary: cschafovaloff@mcglinchey.com

McGLINCHEY STAFFORD

424 Church Street, Suite 2000

Nashville, TN 37219

*Attorney for RoundPoint Mortgage Servicing
Corporation*

CERTIFICATE OF SERVICE

I hereby certify that on April 26, 2021, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Patrick Barrett, Esq.
Barrett Law Office, PLLC
4205 Hillsboro Pike, Suite 303
Nashville, TN 37215
pbarrett@barrettlawofficetn.com

Henry Todd, Esq.
TODD & SPENCER
404 East College Street
Dickson, TN 37055
henrytoddjr@bellsouth.com

Bret J. Chaness, Esq.
RUBIN LUBLIN TN, PLLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071
Attorneys for LoanCare, LLC
bchaness@rubinlublin.com

/s/ Shaun K. Ramey
Shaun K. Ramey